

Memorandum of Understanding
Between
The New York City Business Integrity Commission
And
The New York City Department of Sanitation

This Memorandum of Understanding (“MOU”) constitutes an agreement between the New York City Business Integrity Commission (“BIC”) and the New York City Department of Sanitation (“DSNY”) (collectively, the “Parties”), regarding the dissemination of information between BIC and DSNY.

WHEREAS, the Parties wish to share information pertinent to licensees and/or registrants of BIC for the purpose of evaluating such companies in the course of administering programs under Local Law 199 of 2019, including but not limited to the review and evaluation of companies’ responses to Requests for Proposals to conduct commercial waste removal in commercial waste zones and to collect containerized commercial waste citywide; and

WHEREAS, the Parties have a common interest in evaluating these matters and wish to work together by sharing public and non-public information pertinent to BIC’s licensees and/or registrants, including but not limited to companies’ license or registration status, findings of background investigations of such companies, and information related to companies’ financial records and customers;

NOW THEREFORE, the Parties hereby agree as follows:

1. All requests for information from DSNY will be in writing and contain sufficient information regarding the subject of the request to allow BIC to adequately identify the subject of the request.
2. When responding to a request for information from DSNY, BIC will conduct a reasonable search of its records, electronic and otherwise, and provide DSNY with:
 - a) public information located by BIC; and
 - b) non-public information, including personal identifying information, located by BIC which may lawfully be shared consistent with BIC’s agency policy.
3. BIC may, in its discretion, comply with the request to provide such information by providing DSNY with limited access to BIC’s internal recordkeeping platform, subject to any applicable licensing or other fees, or otherwise produce the information in a format of BIC’s choosing.
4. In the event DSNY receives a request for information pursuant to the Freedom of Information Law (“FOIL”) that encompasses information provided by BIC to DSNY pursuant to this agreement, DSNY shall so notify BIC and shall cooperate with BIC to determine whether such information is required to be disclosed pursuant to FOIL. DSNY shall not disclose any such information that is not subject to FOIL disclosure requirements.

5. Any information provided by BIC in response to a request for information is presumed to be non-public information, unless stated otherwise by BIC.

6. Use and Dissemination of Information

a) Non-public information received from BIC may be used only by personnel of DSNY or by advisors or consultants that DSNY has identified to BIC in writing (“designated advisors”), who have a need for the information to carry out their responsibilities in administering programs under Local Law 199 of 2019, and such non-public information may not be further disseminated except (i) upon written consent of BIC, or (ii) if disclosure is required by law.

b) DSNY and its designated advisors shall take all actions reasonably necessary in accordance with its customary practices to ensure that non-public information received from BIC is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this MOU.

c) DSNY shall make its designated advisors aware of these obligations regarding the use and dissemination of information received from BIC, and the designated advisors must agree to abide by these obligations prior to DSNY transmitting any non-public information to the designated advisors.

d) DSNY and its designated advisors shall return all non-public information to BIC (i) upon completion of DSNY’s need for use of such non-public information, or (ii) upon BIC’s request.

7. Should any portion of this MOU be found to be in violation of any laws, procedures, rules or regulations of either of the Parties, that portion of the MOU may be unenforceable and shall be deemed null and void, while the rest of the MOU will remain in full force and effect.

8. This MOU is intended to detail the responsibilities of the Parties in requesting and disseminating information pertinent to licensees and/or registrants of BIC, and does not create any other duties, responsibilities or obligations except as specified above.

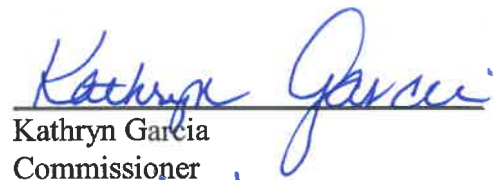
9. This MOU is effective upon signing by the Parties, may be modified only by written agreement of the Parties, and can be terminated immediately upon written notice by any of the Parties.

City of New York
Business Integrity Commission



Noah D. Genel
Commissioner and Chair
Date: 5/29/2020

City of New York
Department of Sanitation



Kathryn Garcia
Commissioner
Date: 5/22/20